



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

March 29, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**NOTICE OF INTENTION TO PURCHASE REAL PROPERTY
UNINCORPORATED LOS ANGELES COUNTY – LITTLEROCK AREA
JACKIE ROBINSON PARK (C.P. NO. 69247)
(FIFTH DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the acquisition of the subject real property is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15316 (a) of the CEQA guidelines.
2. Approve and instruct the Chair to sign duplicate copies of the attached Purchase and Sale Agreement with the sellers, Fred A. Zullo and Teresa P. Zullo, to acquire approximately 4.65 acres of unimproved real property located in the Antelope Valley community of Littlerock for the purchase price of \$335,000.
3. Instruct the Executive Officer/Clerk of the Board to cause publication of the attached Notice of Intention (Attachment 1) in accordance with Section 25350 of the Government Code.

**IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION,
YOUR BOARD:**

1. Order the purchase consummated in accordance with Section 25350 of the Government Code.
2. Authorize the Chief Administrative Office (CAO) to open and manage escrow and execute any required documentation necessary to complete the transfer of title to the County of Los Angeles (County) and to accept the deed conveying title to the County.

3. Authorize the Auditor-Controller to issue warrants as directed by the CAO for escrow, title insurance and any other related transactional costs in amounts not to exceed \$10,000 in the aggregate.
4. Request the Assessor to remove the subject real property from the tax roll effective upon the transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to acquire title to 4.65 acres of unimproved real property located in the Antelope Valley community of Littlerock from the fee simple land owners. This acquisition is being pursued by the Department of Parks and Recreation (Parks) to expand the County's adjacent property, Jackie Robinson Park (JRP).

The proposed expansion would address two immediate needs affecting JRP and the Littlerock area. First, the evolving development of JRP and the associated construction of recent improvements, including a community center/gymnasium facility, has disproportionately reduced the amount of open outdoor recreation space remaining at the approximately 8.24 acre park site. Secondly, assessment studies conducted by County and local planning agencies have indicated that the Littlerock Planning Area has an overall local park space deficiency of more than 200 acres.

By approving the subject acquisition for future expansion of JRP, a proportionate amount of undeveloped, open outdoor recreation space would be made available to meet the demand at this highly utilized recreational venue. It would also go towards partially correcting the park space deficiency in the Littlerock area.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsive (Goal 1). Creating and/or expanding passive recreational opportunities for use and enjoyment by County constituents is consistent with that Goal.

FISCAL IMPACT/FINANCING

A CAO-Real Estate Division internal appraisal has determined the fair market value of the subject real property to be \$335,000. The property will be acquired for all cash in the net amount of \$335,000 to the Seller. All other costs associated with this transaction shall be the responsibility of the County with the exception of unpaid taxes.

There is sufficient appropriation in Capital Project No. 69247 to fund the purchase price and associated costs. The acquisition is funded by the State Neighborhood Parks Proposition of 1996 from specified funds that were approved for the purchase of this parcel and other parcels in the Fifth Supervisorial District pursuant to an alternative plan of expenditure approved by the Regional Park and Open Space District on January 4, 2005.

OPERATING BUDGET IMPACT

Parks' preliminary estimate for maintaining the unimproved property is \$8,650 for one-time start-up costs, which includes power maintenance equipment and an all-terrain utility vehicle. In addition, Parks anticipates an increase in annual ongoing costs of \$44,115 to provide grounds maintenance including staff costs and services and supplies.

The proposed maintenance is required to prevent potential health, safety and fire hazards to the public and surrounding community by ensuring that sufficient brush, weed and litter clearance is performed and to prevent vertebrate pest infestations.

Pursuant to your Board's motion of February 15, 2005, this preliminary estimate is under review by Parks and the CAO as part of the development of policies for the acceptance of new parks and their incorporation into the County system for ongoing maintenance and programming. The CAO and Parks will provide final recommendations regarding ongoing maintenance and programming costs for the acquisition upon completion of the requested policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject site is located in the community of Littlerock, an unincorporated area of the eastern Antelope Valley. The parcel which consists of approximately 4.65 acres of unimproved land is bordered by JRP to the west and a narrow unpaved road to the north (as delineated on Attachment 2).

Pursuant to Government Code Section 65402, notification of the County's intent to purchase the subject property was provided to the Regional Planning Department (RPD). RPD indicates that the contemplated park expansion is a permitted zone use and has no objection to the acquisition.

The Department of Public Works (DPW) has issued a preliminary title report indicating no claims or encumbrances which would significantly affect or impair the subject property's title. DPW has also conducted a Phase I environmental site assessment and determined that no further investigations of the surface and subsurface conditions are warranted.

The Honorable Board of Supervisors
March 29, 2005
Page 4

County Counsel has reviewed the Agreement of Purchase and Sale of Real Property and the Notice of Intention related to this transaction and has approved them as to form. Parks has reviewed and concurs with the recommended actions.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15316 (a) of the State CEQA guidelines and Class 16 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project provides for transfer of ownership of land in its natural condition in order to create a park and a management plan has not been prepared.

If, in the future, a management plan is prepared that will result in a conversion of the acquired property from its natural condition, additional environmental reviews will be required pursuant to the CEQA guidelines.

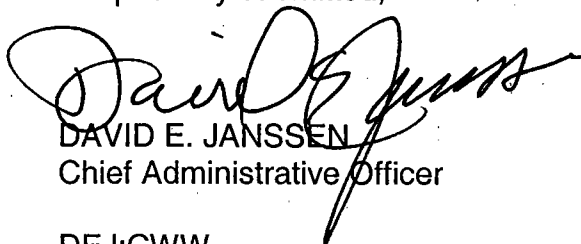
IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is not anticipated, at this time, that the proposed actions will impact County services or any other planned or approved project.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Purchase and Sale Agreement, executed Notice of Intention, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing and one certified copy of the same to the CAO Capital Projects Division.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:RL:cc

Attachments (4)

c: County Counsel
Auditor-Controller

ATTACHMENT 1

**NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase 4.65 acres of unimproved land located in the unincorporated Littlerock area of the eastern Antelope Valley, County of Los Angeles, State of California, as legally described on the attached Exhibit A for the sum of Three Hundred Thirty-Five Thousand Dollars (\$335,000) from the fee simple owners, Fred A. Zullo and Teresa P. Zullo.

NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the ____ day of _____, 2005, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

VIOLET VARONA-LUKENS
Executive Officer, Board of Supervisors
County of Los Angeles

By _____

EXHIBIT A
LEGAL DESCRIPTION

JACKIE ROBINSON PARK (1)
Parcel 3

A.P.N. 3027-013-030

T.G. 428 J/1

I.M. 309-277 (W.S. 66 A/3)

Fifth District

PCA M04D152609

The north half of the southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 6 North, Range 10 West, S.B.M.

Containing: 4.65 \pm Acres.

CEH:sl

MP-5/Leg Jackie

CODE
4684
4681
4689

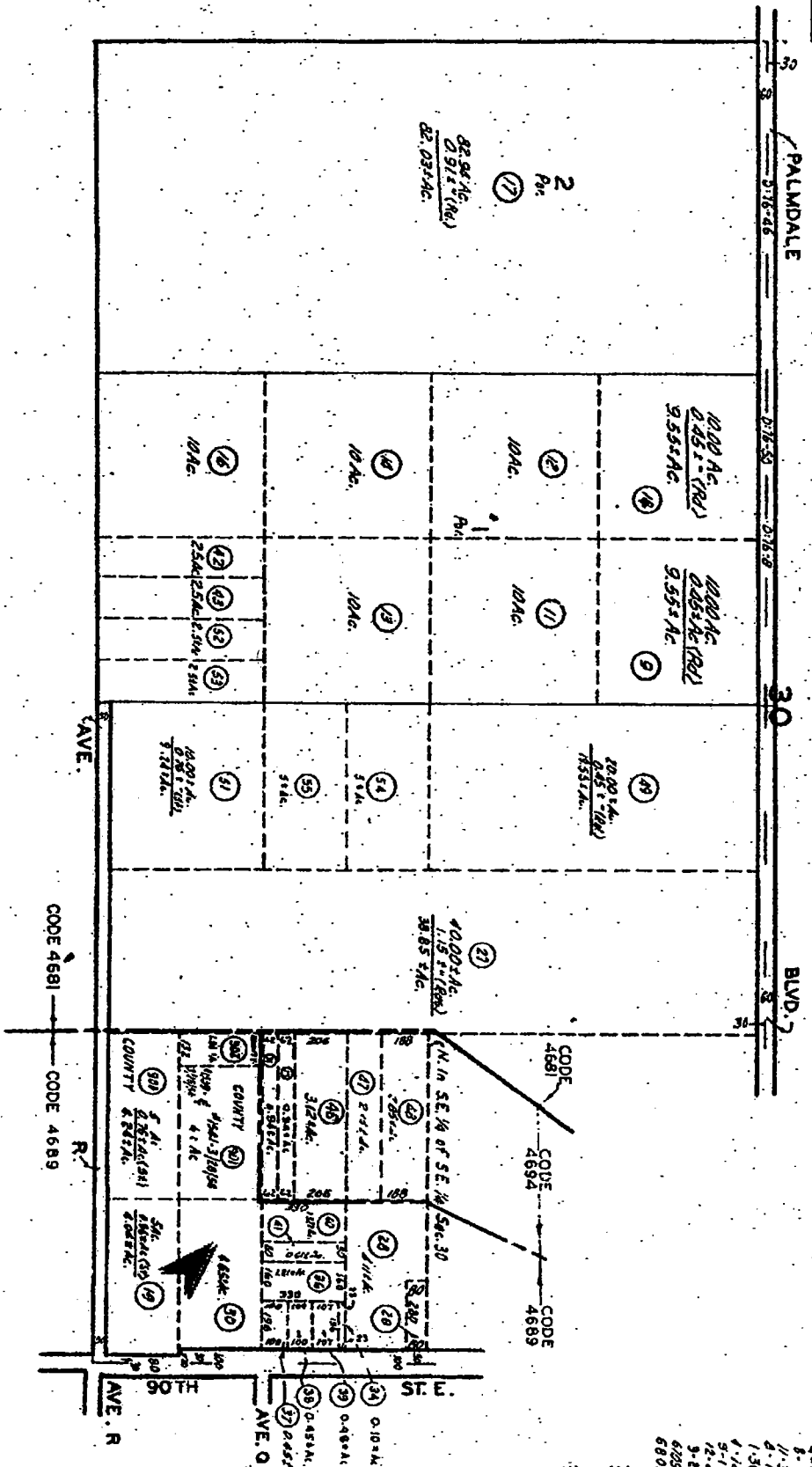
FOR PERM. ASSMT. SEE: 3027-13

AIN 3027-013-030

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

T.6N., R.10W.

JACKIE ROBINSON PARK PARCEL 1-3



AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement"), is made and entered into as of this ____ day of _____, 2005, by and between FRED A. ZULLO and TERESA P. ZULLO ("Seller") and the COUNTY OF LOS ANGELES ("Buyer").

RECITALS

- A. Seller is the owner of a certain real property described as Assessor's Parcel Number 3027-013-030, located in the unincorporated area of Palmdale, County of Los Angeles, State of California, as legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. The Property consists of approximately 4.65 acres of unimproved land.
- C. Buyer is contemplating future improvements to Jackie Robinson Park, which is located adjacent to the Property and is seeking to acquire the Property from Seller for this purpose.
- D. Buyer desires to purchase the Property from Seller, and Seller is willing to sell the property to Buyer on the terms and conditions set forth in this Agreement.

AGREEMENT

The terms and conditions of this Agreement are as follows:

- 1. Purchase and Sale. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions herein set forth.
- 2. Purchase Price. The "Purchase Price" for the Property shall be Three Hundred Thirty-Five Thousand and 00/100 Dollars (\$335,000). Seller agrees that this amount encompasses payment and compensation for any and all claims connected with the acquisition of the Property by the Buyer. Accordingly, Seller hereby waives and releases Buyer from any and all claims for further compensation, expenses and/or damages, arising from or connected with the Buyer's acquisition of the Property, including without limitation, claims for compensation for real estate, improvements pertaining to the realty, fixtures and equipment, loss of business goodwill, benefits under the relocation assistance program, loss and/or damage to personal property and inventory, moving and/or relocation costs, damages to any business interest, and any other costs and/or expenses related directly or indirectly to the acquisition of the Property by the Buyer.

3. Payment of Purchase Price. Buyer shall pay the Purchase Price for the Property by delivering such Purchase Price into Escrow prior to the "Closing" (as defined in Section 9), and as provided for in this Agreement.
4. Form of Grant Deed. Fee simple absolute title to the Property shall be conveyed by Seller to Buyer as described in and by grant deed in the form attached hereto as Exhibit "B" ("Grant Deed"), duly executed and acknowledged by Seller, subject only to matters of record approved in writing by the Buyer pursuant to paragraph 5.02, below.
5. Contingencies. Completion of the transaction contemplated by this Agreement is contingent upon the following ("Contingencies"):
 - 5.01 Approval of Purchase and Sale. The Buyer's Board of Supervisors approving the purchase and sale of the Property.
 - 5.02 Condition of Title to Transfer Property. Seller shall cause the conveyance of good and marketable fee absolute title to the Property to the Buyer subject only to matters approved in writing by Buyer ("Approved Exceptions"). Buyer at its sole cost and expense, shall purchase a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy") issued by Chicago Title Company (the "Title Company") in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only the Approved Exceptions. If any exception is disapproved or deemed disapproved, Seller shall use its best efforts to cause each disapproved exception to be discharged, satisfied, released or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to Buyer, at Seller's sole cost and expense, within thirty (30) days of Buyer's disapproval. If an exception cannot be discharged, satisfied, released or terminated, as the case may be, of record, said exception may be eliminated by any feasible method that is mutually acceptable to Buyer and Seller, including but not limited to, special endorsement, bond, indemnification, etc., at Seller's sole cost and expense. If within thirty (30) days of Buyer's disapproval, Seller is unable to obtain a discharge, satisfaction, release, or termination, and is unable to otherwise eliminate any disapproved exceptions for any reason, Buyer, as its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other except as expressly provided for in this Agreement.

- 5.03 Seller's Disclosures. Seller shall disclose to Buyer any matters required by applicable law and provide Buyer with a completed Property Information Sheet concerning the Property and a Seller's Mandatory Disclosure Statement, each duly executed by or on behalf of Seller, in the current forms or equivalent to those published by the American Industrial Real Estate Association within ten (10) business days of the execution of this Agreement by both parties. Buyer shall approve or disapprove of the matters disclosed within ten (10) business days thereafter. Disapproval of any matter disclosed shall be deemed a non-satisfaction of this Contingency for the purposes of Section 6, below.
6. Non-Satisfaction of Contingencies. Upon non-satisfaction of any one of the above Contingencies, Buyer may either allow Seller a thirty (30) day opportunity to cure or terminate the transaction by notice to Seller of such termination. By mutual written agreement the parties may extend the period within which Seller is required to cure a non-satisfaction. If the Agreement is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.
7. Escrow.
- 7.01 Within ten (10) days after the execution of this Agreement by all parties, the parties shall open an escrow (the "Escrow") with Chicago Title Company, 700 South Flower Street, Suite 900, Los Angeles, California 90017, Attention: Gus Aguilar, (the "Escrow Holder") selected by Seller and Buyer for the purpose of consummating the purchase and sale of the Property. The parties shall execute and deliver to Escrow Holder, within five (5) business days of receipt, such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.
- 7.02 Escrow Holder is authorized to:
- 7.02.01 Pay, and charge Seller, for any delinquent taxes, and penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Property, except those which title is to be taken subject to and in accordance with the terms of this Agreement;

- 7.02.02 Pay, and charge Seller, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; however, Buyer shall be responsible for title insurance costs, documentary transfer tax, and recording fees;
- 7.02.03 Pay, and charge Buyer, for all of the escrow fees;
- 7.02.04 Prorate all real property taxes, if any, which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Seller's portion from Seller's proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;
- 7.02.05 When conditions of Escrow have been fulfilled by Buyer and Seller: (1) record documents of conveyance; (2) disburse the Purchase Price to Seller, less prorations and Seller's expenses; (3) deliver to Buyer and Seller copies of the Escrow closing statements; and (4) deliver to Buyer and Seller any items or documents given to Escrow Holder to hold for Buyer and/or Seller.
- 7.02.06 Seller shall receive a net figure of \$335,000 subject only to amounts payable by Seller pursuant to Sections 7.02.01, 7.02.02 and 7.02.04.

8. Conditions to Closing.

- 8.01 Buyer's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Satisfaction of the Contingencies contained in Section 5; (ii) Seller's delivery of the Grant Deed to Escrow Holder and the recordation thereof in the Official Records of Los Angeles County ("Official Records"); (iii) Seller's representations, warranties and covenants shall be true and correct as of Closing; and (iv) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, Buyer may either allow Seller an opportunity to cure or terminate the transaction by notice to Seller of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If Buyer does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

- 8.02 Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Buyer's deposit of the Purchase Price into Escrow no later than five (5) business days after approval of the purchase and sale by the Board of Supervisors; and (ii) that the Closing shall occur as set forth in Section 9. After non-satisfaction by Buyer of one of the above conditions Seller may either waive the time limitation set forth therein or terminate the transaction by notice to Buyer of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.
9. Closing. For the purposes of this Agreement, the "Closing" shall be defined as the recordation of the Grant Deed in the Official Records and the issuance of the Title Policy. The date upon which the Closing occurs is the "Closing Date". The parties agree to use their best efforts to effect the Closing by April 8, 2005. The parties may agree in writing to effect the Closing prior to the expected April 8, 2005 closing date if mutually acceptable. The parties may also agree in writing to extensions of the Closing if such extensions appear to either party to be necessary. If the Closing does not occur by said date or by any extended date agreed to by the parties in writing, either party, who is not then in default, may cancel this Agreement by delivering written notice of such cancellation to the other party and to Escrow Holder before Closing occurs. Neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.
10. Possession. Buyer shall be entitled to the exclusive right of occupancy to the Property as of the Closing. On or before the Closing, Seller shall provide keys or other means to operate all locks and alarms on the Property. Any personal property remaining after the vacation of the Property by Seller will be deemed abandoned.
11. Loss by Fire or Other Casualty. Seller shall maintain fire and casualty insurance on the Property in full force until the Closing. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, and the cost of repair or cure is \$10,000 or less, Seller shall repair or cure the loss to the satisfaction of Buyer prior to Closing. If the cost of repair or cure is more than \$10,000, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) days after receiving written notice of such damage or destruction, to terminate this Agreement. If Buyer elects to move forward with the sales transaction, Seller shall repair or cure the loss to the satisfaction of Buyer prior to Closing. If Seller fails to repair or cure the loss, in whole or in part, any proceeds of insurance paid or payable to Seller by reason of such damage or destruction shall be paid or assigned to Buyer.
12. Maintenance of the Property. Between the Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order and condition.

13. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To Buyer: County of Los Angeles
Chief Administrative Office, Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Carlos Brea
Phone: (213) 974-4200 - Fax: (213) 217-4968

With a Copy to:

Office of County Counsel
Room 648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Kathleen Felice
Senior Deputy, County Counsel

To Seller:

Fred A. Zullo and Teresa P. Zullo
16029 Parthenia Street
North Hills, California 91343
Phone: (818) 893-0257

Notice shall be deemed given on the day delivered by a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

14. Brokers. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Buyer shall indemnify, hold harmless and defend Seller, from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by Buyer, and Seller shall indemnify, hold harmless and defend Buyer from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by Seller.
15. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

- 15.01 Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 15.02 Requisite Action. All requisite action has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for Seller to consummate this transaction.
- 15.03 Individual Authority. The individuals executing this Agreement and the instruments reference herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.
- 15.04 Validity. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
- 15.05 Violations. Seller has no present actual knowledge of any outstanding, uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes regarding the Property.
- 15.06 Litigation. Seller has no present actual knowledge of any litigation pending or threatened against Seller on any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the Property or adversely affect the ability of Seller to perform its obligations under this Agreement.
16. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
- 16.01 Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

- 16.02 Requisite Action. All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for Buyer to consummate this transaction.
- 16.03 Individual Authority. The individuals executing this Agreement and the instruments reference herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.
- 16.04 Validity. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
17. Inspection of the Site.
- 17.01 Seller agrees to provide Buyer and/or Buyer's employees, representatives and agents with access to the Property, upon reasonable notice, to conduct any inspections Buyer deems appropriate at any time prior to the Closing.
- 17.02 Buyer shall not engage in any destructive testing during any inspection of the Property, without the written consent of Seller.
18. Condition of Property. With the exception of Section 15, Buyer acknowledges that neither Seller, its agents, employees nor its other representatives have made any representations or warranties to Buyer regarding any matter relating to the Property, including but not limited to the Property's condition, fitness, environmental conditions, adequacy of design, suitability for a particular purpose, the effect of zoning and other applicable laws, regulations and governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Property provided by Seller. Buyer agrees that Buyer is relying exclusively on Buyer's own independent investigation of all such matters.
19. Indemnity. Seller shall defend, indemnify, and hold Buyer and its elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) related to or arising in whole or in part from the removal, eviction, vacation, or relocation of any occupant(s) of the Property, residing thereat at any time prior to the Closing.
20. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Grant Deed conveying the Property to Buyer.

21. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.
22. Assignability. Buyer may assign, transfer or convey this Agreement to any person or entity without the prior written consent of Seller; and Buyer may designate a nominee to be vestee of the Property at the Closing by delivering to Seller and Escrow Holder at least five (5) days prior to the scheduled Closing a written notice of such designation. Any such designation shall not release Buyer from its obligations hereunder.
23. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and Buyer.
24. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
25. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
26. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
27. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
28. Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.
29. Delegation of Authority. Buyer hereby delegates to its Chief Administrative Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.
30. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

- [illegible]

IN WITNESS WHEREOF, Buyer, The Board of Supervisors of the County of Los Angeles, has caused the Agreement to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Executive Office thereof, and Seller has caused this Agreement to be subscribed in its behalf by its duly authorized signatory the first day above written.

Seller:

FRED A. ZULLO AND TERESA P. ZULLO

By: 
Fred A. Zullo

By: 
Teresa P. Zullo

Buyer:

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy

LIST OF EXHIBITS

- A. LEGAL DESCRIPTION
- B. GRANT DEED

JACKIE ROBINSON PARK (1)

Parcel 3

A.P.N. 3027-013-030

T.G. 428 J/1

I.M. 309-277 (W.S. 66 A/3)

Fifth District

PCA M04D152609

EXHIBIT "A"

The north half of the southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 6 North, Range 10 West, S.B.M.

Containing: 4.65 \pm Acres.

CEH:sl

MP-5/Leg Jackie

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
 Chief Administrative Office
 Real Estate Division
 222 South Hill Street, 3rd Floor
 Los Angeles, CA 90012

Space above this line for Recorder's use

TAX PARCEL: 3027-013-030

DOCUMENTARY TRANSFER TAX \$ _____
 _____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
 _____ OR COMPUTED ON FULL VALUE LESS LIENS AND
 ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

Firm Name

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

FRED A. ZULLO and TERESA P. ZULLO, husband and wife, as joint tenantsdo hereby **GRANT** to:**COUNTY OF LOS ANGELES**, a body corporate and politic

All of their right, title, and interest in the following described real property situated in the County of Los Angeles, State of California:

The north half of the southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 6 North, Range 10 West, S.B.M.

Containing: 4.65 ± Acres.

Dated 2-3-05By *Fred Zullo*STATE OF CALIFORNIA }
 } ss.COUNTY OF LOS ANGELES }By *Teresa P Zullo*

On Feb 3, 2005 before me, Cynthia Ramirez, Notary Public, personally appeared Fred Zullo and Teresa Zullo
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
 within instrument and acknowledged to me the ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~
 authorized signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Cynthia Ramirez*

(this area for official notary seal)

